

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT  
RESPONSE AGREEMENT**

**Between**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF LAND MANAGEMENT**

**Agreement #**

**DUNS No.:**

**NATIONAL PARK SERVICE**

**Agreement #**

**DUNS No.:**

**BUREAU OF INDIAN AFFAIRS**

**Agreement #**

**DUNS No.:**

**UNITED STATES FISH AND WILDLIFE SERVICE**

**Agreement # 40181DK006**

**DUNS No.: 15-115-7950**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**FOREST SERVICE**

**Southern Region 8**

**Agreement # 13-FI-11083150-001**

**DUNS No.:**

**D) By THE FOLLOWING AUTHORITIES:**

Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)  
Economy Act of June 30, 1932, (31 U.S.C., 1535 as amended) (Federal Agencies)  
Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)  
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)  
Homeland Security Act of 2002 (H.R. 5005-8)  
Homeland Security Presidential Directive-5 (HSPD-5)  
Watershed Restoration and Enhancement Act of 1998, P.L. 105-77;  
National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)  
Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)  
Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)  
Cooperative Funds and Deposits Act of Dec 12, 1975, (P.L. 94-148, 16 U.S.C. 565) (FS)  
Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)  
Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)  
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);  
Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)  
NPS Organic Act (16 U.S.C.1) (NPS)  
National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)  
National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)

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## II) PURPOSE

The purpose of this Master Cooperative Wildland Fire Management Agreement (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies to this Agreement.

**[NOTE: The underlined text in this agreement is applicable only to coordination of Stafford Act responses through this agreement.]**

In addition to improving efficiency in addressing wildland fire, this agreement facilitates improved coordination regarding other incidents. The Nation's domestic incident management landscape changed dramatically following the terrorist attacks of September 11, 2001. Today's threat environment includes not only the traditional spectrum of manmade and natural hazards – wildland and urban fires, floods, oil spills, hazardous materials releases, transportation accidents, earthquakes, hurricanes, tornadoes, pandemics, designated special events requiring security, and disruptions to the Nation's energy and information technology infrastructure – but also the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear and high-yield explosive weapons. Pre-planning through this agreement will enable better use of shared response to these types of situations.

The National Response Plan (NRP) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. These disasters also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Agencies. This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities. Wildland fires and non-wildland emergencies or disasters that are **Presidentially-declared emergencies and disasters under the Stafford Act** are covered under this Agreement.

The Agencies to this Agreement are:

The United States Department of Agriculture Forest Service, Southern Region; hereinafter called the "USFS"; and

The United States Department of the Interior, National Park Service, Southeast Region, Northeast Region, National Capital Region, Intermountain Region, Midwest Region, hereinafter called the "NPS"; and

The United States Department of the Interior, Fish and Wildlife Service, Region 2, 4, and 5, hereinafter called "FWS"; and

The United States Department of the Interior, Bureau of Indian Affairs, Southern Plain Regional Office, Eastern Oklahoma Region, and Eastern Region, hereinafter called the "BIA"; and

The USFS, NPS, FWS, BIA, and the BLM may hereinafter be jointly called the "Federal Agencies."

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be referred to as the "Agencies to this Agreement."

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of

Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page ([www.NWCG.gov](http://www.NWCG.gov), or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>) and in the Glossary attached as Exhibit A.

1) Incorporation of exhibits into agreement

The following exhibits are hereby incorporated into this Agreement (Note that Exhibits D and E relate only to Stafford Act responses):

|   | <u>Contents</u>   |
|---|---|
| A | Glossary of Terms                                       |
| B | Operating Plan (OP)                                     |
| C | A sample Project and Financial Plan                     |
| D | Use and Reimbursement for Stafford Act Shared Resources |
| E | Glossary of Terms for Stafford Act Response             |

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Operating Plans (OPs). The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification.

2) Acknowledgement of supplements to the agreement

Supplements to this Agreement, OPs, Project and Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3) Hierarchy and precedence for agreements, exhibits, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

1. This Agreement
2. Southern Area Operating Plan
3. Exhibits to this Agreement
4. Project and Financial Plan

### III) RECITALS

1. The Agencies to this Agreement maintain fire protection and fire management organizations;
2. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non wildland fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness;
3. It is the intent of the Agencies signatory to this Agreement that resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect;
4. It is to the benefit of all federal, agencies to coordinate assistance and operations during Presidential/Stafford Act declared disasters under The National Response Plan (NRP). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent

with their own authorities and responsibilities.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

### INTERAGENCY COOPERATION

5. **Southern Area Coordinating Group (SACG):** This group shall provide coordination and recommendations for all interagency fire management activities in. Membership, procedures, and guidelines will be agreed to and documented in the SACG Charter.
6. **National Incident Management System:** The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
7. **Operating Plans:** Operating plans will be developed at the Geographic level and will tier to this Agreement (see Exhibit B, Operating Plan Outline Guide). The following annual operating plans are listed in descending order of precedence:
  - A. **Southern Area Geographic Area Operating Plans (if applicable)**

Southern Area Geographic Area Operating Plans will address issues affecting Geographic Area-wide cooperation. The Geographic Area Operating Plan will be approved by the signatory Federal SACG member agencies.

The Southern Area Mobilization Guide will be identified as, and be considered, part of the Geographic Area Annual Operating Plan.
  - B. **Project Plans**

Project plans are plans developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents.

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Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost (See Exhibit C for a Supplemental Project Plan).
8. **Interagency Dispatch Centers:** The Agencies to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and documented in annual operating plans and/or appropriate mobilization guides.
9. **Southern Area Coordination Center:** The Agencies to this Agreement recognize the Southern Area Coordination Center in Atlanta, Georgia as the Geographic Area Coordination Center (GACC) for the Southern Geographic Area. The Agencies to this Agreement will coordinate fire management activities and resource movements through the Geographic Area Coordination Center as appropriate. Agencies to this Agreement are not precluded from independent movement of resources.
10. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will

be pursued by the Agencies to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources, will be agreed to and documented in local operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the annual operating plan.

Interagency incident management teams (IMTs) are managed by geographic area coordinating groups at Preparedness Levels 1 through 3. The National Multi-Agency Coordination Group will manage these resources at Preparedness Levels 4 and 5. Geographic area coordinating groups should establish operating plans for management of their IMTs.

11. **Standards:** It is the goal of the signatory Agencies to this Agreement to achieve common standards within the Agencies' best interest, recognizing differing agency missions and mandates. Each Agency to this Agreement recognizes that other agency standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards. Refer to the South Geographic Area Operating plan for Specific direction on individual resources

## **PREPAREDNESS**

12. **Definition of Responsibilities:** The Agencies to this Agreement shall be distinguished as follows:

**Jurisdictional Agency** - The Agency having overall land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

**Protecting Agency** - The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement.

**Supporting Agency** - An Agency providing suppression or other support and resource assistance to a protecting agency.

13. **Public Use Restrictions:** Guidelines for implementing restrictions and closures shall be established by a separate Memorandum of Understanding and in the Southern Geographic Area Annual Operating Plan.
14. **Burning Permits:** Burning permit procedures, where applicable, will be included in local annual operating plans. If authorized by State and Federal law, federal employees or their agents may be granted authority by the States to issue burn permits when it is determined to be in their mutual interest.
15. **Prescribed Fire and Fuel Management:** The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazards.

Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the procurement or project plan process (see Exhibit C, Supplemental Project Plan).

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

16. **Smoke Management:** Within their authorities, the Agencies to this Agreement agree to cooperate in smoke management programs.

## V) OPERATIONS

For Stafford Act responses, procedures and requirements established in the National Response Plan shall be utilized by Agencies to this Agreement to authorize and accomplish any required response or support tasks. Any agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any agency providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide. See Appendix E

17. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available resource regardless of which Agency the resources belong, and regardless of which Agency has protection responsibility.
18. **Fire Notifications:** Each Agency will promptly notify the appropriate protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the protecting Agency is responsible. Fire reports will be sent to jurisdictional agencies within 30 days after a fire is declared out.
19. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. The most qualified individual of the protecting Agency, arriving first on the fire, will act as Incident Commander. When protecting agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization.
20. **Independent Action:** Except as otherwise limited in annual operating plans, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the protecting Agency. These Protecting Agencies' actions will be commensurate with the jurisdictional agencies land management considerations, and subject to the laws and regulations of the jurisdictional agency.
21. **Escaped Prescribed Fires:** Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the Agencies to this Agreement shall be the responsibility of the jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement.

If the Agencies to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

22. **Incidents resulting from the Use of Wildland Fire:** Wildfire resulting from the use of wildland fire



that was managed at the direction under the supervision of the Agencies to this Agreement shall be the responsibility of the jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for wildland fire managed for resource benefits originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement.

If the Agencies to this Agreement use a wildland fire to meet management objective, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

23. **Management Response:** All fire suppression action conducted on lands of another Agency shall be consistent with that Agency's fire suppression policy and the terms of this Agreement.

A "Special Management Considerations" section in the OP, addressing resources and other management concerns, will be used by unit administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions in firefighting tactical techniques to an Incident Commander. All suppression costs with respect to application of special management considerations will be paid by the Protecting Agency.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The cost of these individuals shall be paid by the Jurisdictional Agency. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

24. **Delegation of Authority:** Annual operating plans will document procedures and criteria for Agency Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents.
25. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and jurisdictional agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Agencies will meet to determine an investigation process.

## **VI) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

The Use and Reimbursement for resources when responding under the Stafford Act, shall be governed by the provisions contained in Exhibit E.

26. **Appropriated Fund Limitation:** Nothing herein shall be considered as obligating the Agencies to this Agreement to expend funds, or as involving the United States, or the other agencies in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
27. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.
28. **Supplemental Fire Suppression and Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the placement of a fire, it is mandatory to develop and implement a Supplemental Fire Suppression and Cost Share Agreement. Acceptable forms of the cost share mix are limited to those listed in item #10 of Exhibit D, Supplemental Fire Suppression and Cost Share Agreement. Except as

otherwise provided by Clause 22 (Independent Action), and a supplemental fire suppression and cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one protecting Agency (see Clause 21, Boundary Line Fires, and Exhibit D Supplemental Fire Suppression and Cost Share Agreement).

A Supplemental Fire Suppression and Cost Share Agreement, in order to document cost sharing, may be used for temporary support functions or facilities established during periods of high fire danger or activity.

29. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.
30. **Loaned Equipment and Supplies:** Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. As determined by the loaning agency, the receiving Agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.
31. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the agencies to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving will be for official purposes only.
32. **Training:** The Agencies to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.
33. **Communication Systems:** The Agencies to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel.
34. **Fire Weather Systems:** The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The Agencies to this Agreement will jointly evaluate and agree to any deletions or additions to the system. National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system for the Southern Geographic Area.
35. **Aviation Operations:** The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the Southern Area Geographic Operating Plan for specific direction in the use of aircraft.)
36. **Cost Recovery:** Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been

recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.

## VII) GENERAL PROVISIONS

37. **Personnel Policy:** Employees of the Agencies to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations.
37. **Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.
39. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a supporting Agency, the protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.
40. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The protecting Agency will notify the jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the jurisdictional Agency as soon as it becomes aware of the situation. The protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Agencies will meet to determine a cost recovery process as outlined in Clause 44.
41. **Waiver:** It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against any other Agency for any loss, damage, personal injury, or death of the Agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

The Stafford Act shall govern liability issues arising with regard to response actions under that Act.

42. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.
43. **Annual Review:** If deemed necessary, representatives of the Federal Agencies will meet and review matters of mutual concern. Operating plans at all levels will be reviewed annually. If necessary, operating plans will be revised.
44. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Agency signs below and shall remain in effect for five years from that date.

Any Agency shall have the right to terminate their participation under this Agreement by providing

one-year advance written notice to the other Agencies.

45. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE  
REGION 4

Chief of Contracting & Grant Services  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
SOUTHEAST REGION

Regional Director  
Date: 3/25/13

USDI FISH AND WILDLIFE SERVICE  
REGION 5

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
NORTHEAST REGION

Regional Director  
Date: \_\_\_\_\_

USDI FISH AND WILDLIFE SERVICE  
REGION 2

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
WEST MOUNTAIN REGION

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
MIDWEST REGION

Regional Director  
Date: 10/30/13

USDI BUREAU OF INDIAN AFFAIRS  
SOUTHERN PLAINS REGION

Regional Director  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN OKLAHOMA REGION

Regional Director  
Date: \_\_\_\_\_

USDA FOREST SERVICE  
SOUTHERN REGION

Regional Forester  
Date: 1/15/13

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN REGION

Regional Director  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE  
REGION 4

Chief of Contracting & Grant Services  
Date: \_\_\_\_\_

USDI FISH AND WILDLIFE SERVICE  
REGION 5

Regional Director  
Date: \_\_\_\_\_

USDI FISH AND WILDLIFE SERVICE  
REGION 2

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION

State Director  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
SOUTHERN PLAINS REGION

Regional Director  
Date: \_\_\_\_\_

USDA FOREST SERVICE  
SOUTHERN REGION

Regional Forester  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
SOUTHEAST REGION

Regional Director  
Date: 3-25-13

USDI NATIONAL PARK SERVICE  
NORTHEAST REGION

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION

Regional Director  
Date: 10/30/13

USDI NATIONAL PARK SERVICE  
MIDWEST REGION

Regional Director  
Date: 10/30/13

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN OKLAHOMA REGION

Regional Director  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN REGION

Regional Director  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE  
REGION 4

Chief of Contracting & Grant Services  
Date: \_\_\_\_\_

USDI FISH AND WILDLIFE SERVICE  
REGION 5

Regional Director  
Date: \_\_\_\_\_

USDI FISH AND WILDLIFE SERVICE  
REGION 2

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION

Deputy Regional State Director  
Date: 11/27/2013

USDI BUREAU OF INDIAN AFFAIRS  
SOUTHERN PLAINS REGION

Regional Director  
Date: \_\_\_\_\_

USDA FOREST SERVICE  
SOUTHERN REGION

Regional Forester  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
SOUTHEAST REGION

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
NORTHEAST REGION

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
MIDWEST REGION

Regional Director  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN OKLAHOMA REGION

Regional Director  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN REGION

Regional Director  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDI FISH AND WILDLIFE SERVICE  
REGION 4

Chief of Contracting & Grant Services  
Date: \_\_\_\_\_

USDI FISH AND WILDLIFE SERVICE  
REGION 5

Regional Director  
Date: \_\_\_\_\_

USDI FISH AND WILDLIFE SERVICE  
REGION 2

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION

State Director  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
SOUTHERN PLAINS REGION

Regional Director  
Date: 9-26-13

USDA FOREST SERVICE  
SOUTHERN REGION

Regional Forester  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
SOUTHEAST REGION

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
NORTHEAST REGION

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION

Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
MIDWEST REGION

Regional Director  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN OKLAHOMA REGION

Regional Director  
Date: 9-25-13

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN REGION

Regional Director  
Date: 9/27/2013

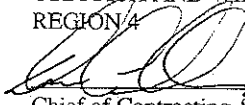
ACTING

Acting



IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

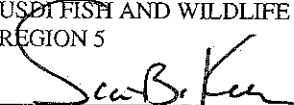
USDI FISH AND WILDLIFE SERVICE  
REGION 4

  
Chief of Contracting & Grant Services  
Date: 5-24-2013

USDI NATIONAL PARK SERVICE  
SOUTHEAST REGION

\_\_\_\_\_  
Regional Director  
Date: \_\_\_\_\_

USDI FISH AND WILDLIFE SERVICE  
REGION 5

  
Regional Chief, NWRS  
Date: 6/24/2013

USDI NATIONAL PARK SERVICE  
NORTHEAST REGION

\_\_\_\_\_  
Regional Director  
Date: \_\_\_\_\_

USDI FISH AND WILDLIFE SERVICE  
REGION 2

\_\_\_\_\_  
Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
MOUNTAIN REGION

\_\_\_\_\_  
Regional Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION

\_\_\_\_\_  
State Director  
Date: \_\_\_\_\_

USDI NATIONAL PARK SERVICE  
MIDWEST REGION

\_\_\_\_\_  
Regional Director  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
SOUTHERN PLAINS REGION

\_\_\_\_\_  
Regional Director  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN OKLAHOMA REGION

\_\_\_\_\_  
Regional Director  
Date: \_\_\_\_\_

USDA FOREST SERVICE  
SOUTHERN REGION

\_\_\_\_\_  
Regional Forester  
Date: \_\_\_\_\_

USDI BUREAU OF INDIAN AFFAIRS  
EASTERN REGION

\_\_\_\_\_  
Regional Director  
Date: \_\_\_\_\_

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT  
GLOSSARY OF TERMS  
EXHIBIT A**

Note that terms relating to Stafford Act responses are found in a separate glossary, Exhibit F.

**Agency Representative:** This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident and reports to the Liaison Officer.

**Agency Administrator:** Officials who are signatories to this Agreement, as follows: Bureau of Land Management, State Director; Forest Service, Regional Forester; BIA, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; State Forester, etc.

**Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

**Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

**Escaped Fire:** A fire which has exceeded or is expected to exceed initial attack capabilities or prescription.

**Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

**Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.

**Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

**Indirect Cost:** A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

**Initial Attack Period:** The first 24 hours, or by written local agreement.

**Initial Attack Zone:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

**Interagency:** Involvement of two or more agencies to this Agreement.

**Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

**Southern Area:** The lands in Southern Geographic Area managed and/or protected by the Agencies within

this Agreement.

**Offset:** Exchange of fire management services in specific locations that is anticipated to be approximately equal value between Agencies.

**Operating Plan – Geographic Area:** A plan which will include all Geographic Area considerations. This will be developed at the Geographic Area level and approved by the Coordinating Group member agencies.

**Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

**Prescribed Fire:** Any fire ignited by management actions to meet specific objectives.

**Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).

**Procurement Documents:** Agency specific financial obligation documents.

**Protecting Agency:** The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract or agreement.

**Protection:** The actions taken to limit the adverse environmental, social, political, and economical effects of fire.

**Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression actions.

**Protection Boundaries:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control.

**Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each agency.

**Reciprocal Fire Suppression:** Reciprocal fire suppression is the act of helping the protecting Agency, at no cost for the first ~~insert number~~ hours or by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

**Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.

- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant and other fire chemical costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs will be applied on joint state and federal non-suppression projects.

**Supporting Agency:** An agency providing suppression or other support and resource assistance to a protecting agency.

**Suppression:** All the work of extinguishing or confining a fire beginning with its discovery.

**Wildfire:** An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects and all other wildland fires where the objective is to put the fire out.

**Wildland Fire:** Any non-structure fire, that occurs in the wildland. Two distinct types of wildland fire have been defined and include **wildfire** and **prescribed fire**.

**EXHIBIT B**

**Add Operating Plan**

**Supplemental Project Plan**

**EXHIBIT C**

**SUPPLEMENTAL NUMBER \_\_\_\_\_  
TO MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT**

**PROJECT AND FINANCIAL PLAN**

**I. INTRODUCTION**

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

**II. SCOPE AND DURATION**

The description of this project is to \_\_\_\_\_. It is anticipated that this project will begin \_\_\_\_\_ and will end \_\_\_\_\_.

**III. PRINCIPAL CONTACTS**

Principal contacts for each Agency for the administration of the project are:

Name  
Address  
Telephone  
FAX

**IV. DETAILED PROJECT DESCRIPTION**

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

**V. SUPERVISION AND TECHNICAL OVERSIGHT**

**VI. REIMBURSEMENT**

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

**VII. FINANCIAL PLAN**

List which Agency is reimbursing the other and detail items to be reimbursed. If this is a Cost Share Supplemental Project Plan, list all Agencies, contributions, cash, non-cash, and in-kind. Include: salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required.

**VIII. SIGNATURES**

\_\_\_\_\_  
Unit Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Unit Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency

## SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

### EXHIBIT D

#### INSTRUCTIONS – SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in the Southern Area. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Agencies involved in fire suppression, operations, and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:

**UNIFIED COMMAND** – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

**SINGLE COMMAND STRUCTURE** – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the



fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.

8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
  - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
  - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
  - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
  - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
  - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.

Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fire line Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency

representing another, notifications, incident information, coordinated intelligence, etc.

13. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

## SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

### Exhibit D

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_
2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_
3. Estimated Size \_\_\_\_\_ Acres at the time of this agreement.
4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_
5. This agreement becomes effective on: \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_ and remains in effect until amended or terminated.
6. Overall direction of this incident will be by ( ) Unified Command, or by ( ) Single Command structure. Identify below personnel filling the following positions:

| Position             | Name(s) | Agency |
|----------------------|---------|--------|
| Incident Commander   | _____   | _____  |
| Agency Administrator | _____   | _____  |
| Representative       | _____   | _____  |
| Liaison              | _____   | _____  |
| Finance              | _____   | _____  |
| Operations           | _____   | _____  |

7. Suppression action will be subject to the following special conditions and land management considerations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

9. The Agency responsible for structural protection will be: \_\_\_\_\_

10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Fire Suppression COSTS will be divided between Agencies as described: .

| Cost Centers: | Agency: | Agency: | Agency: |
|---------------|---------|---------|---------|
|               |         |         |         |
|               |         |         |         |
|               |         |         |         |
|               |         |         |         |
|               |         |         |         |
|               |         |         |         |
|               |         |         |         |

12. Other conditions relative to this agreement (Notifications, incident information, etc):

\_\_\_\_\_  
\_\_\_\_\_

- 13.

|   |                     |                     |                     |
|---|---------------------|---------------------|---------------------|
| _____<br>Agency                                 | _____<br>Agency     | _____<br>Agency     | _____<br>Agency     |
| _____<br>Signature                              | _____<br>Signature  | _____<br>Signature  | _____<br>Signature  |
| _____<br>Title/Date                             | _____<br>Title/Date | _____<br>Title/Date | _____<br>Title/Date |
| List of Attachments (if any): _____/_____/_____ |                     |                     |                     |

**USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT**  
**RESPONSE ACTIONS**  
**Exhibit E**

**1. Stafford Act Declarations:** Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment-requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

**2. Federal Reimbursable Assistance:** Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

**3. State/Tribe Reimbursement Process:** State/Tribe Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State/Tribal personnel.
- b) Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.

- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

**4. Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

**5. Procurement:** The (State/Tribe) receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the (State/Tribe) is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the (State/Tribe) will comply with (State/Tribe) laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

**6. Loaned Equipment:** Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear accepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

## **7. Billing Procedures**

### **A. Incident Billings:**

1. When (State/Tribe) is the supporting agency and the incident is **within** the (State/Tribe), the (State/Tribe) will bill the jurisdictional Federal Agency. When the (State/Tribe) is the supporting agency and the incident is **outside** the (State/Tribe)'s jurisdiction, the (State/Tribe) submits its billing to the Primary Federal Agency.
2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
3. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the (State/Tribe) by (to be determined by individual State/Tribe fiscal year). The (State/Tribe) will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and

supplies/services procured by vendor name and dollar amount. Billings for (State/Tribe) incident assistance may include administrative overhead, not to exceed the predetermined (State/Tribe) indirect cost rate negotiated annually with the cognizant Federal Agency for the (State/Tribe) (OMB Circular A-87).

**8. Billing Addresses:**

All bills for services provided to the (State/Tribe) will be mailed to the following address for payment:

|  |
|--|
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|  |
|  |
|  |

All bills for services provided to the Forest Service and all Federal and State units not party to this Agreement will be mailed to the following address:

|  |
|--|
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|  |
|  |
|  |

All bills for services provided to the Department of the Interior/BLM will be mailed to:

|  |
|--|
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|  |
|  |
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|  |

All bills for services provided to the Department of the Interior/NPS will be mailed to:

|  |
|--|
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All bills for services provided to the Department of the Interior/BIA will be mailed to:

|  |
|--|
|  |
|  |
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|  |

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

|  |
|--|
|  |
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|  |

**9. Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

**10. Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

**11. Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

## GLOSSARY OF TERMS FOR STAFFORD ACT RESPONSE

### Exhibit F

When the following terms are used in the context of a Stafford Act response under this Agreement, or in the Annual Operating Plan, such terms will have the meanings stated below. Many of these terms are defined in the National Emergency Response Plan and/or the Interagency Incident Business Management Handbook.

**Administrative Costs (Charges):** Any expenses not charged directly to a program, project, or incident. They include general overhead personnel and administrative services. For the state, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

**Agency:** A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Administrator:** Agency officials who are signatory to this agreement.

**Agency Representative:** A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

**Annual Operating Plan:** An annually updated document authorized by the appropriate officials for implementing the Cooperative Incident Management Agreement in their respective areas of responsibilities.

**Area Command (Unified Area Command):** An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

**Catastrophic Incident:** Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

**Chain of Command:** A series of command, control, executive, or management positions in hierarchical order of authority.

**Cyber:** Pertaining to computers and their support systems, such as servers, routers, and switches, that support critical infrastructure.

**Direct Costs:** All costs associated with direct incident operations and incident support ordered by or for the incident. Excludes Overhead Costs.

**Direct Protection Area:** That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

**Disaster:** See **Major Disaster.**

**Emergency:** As defined by the Stafford Act, an emergency is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

**Emergency Support Function (ESF):** A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.

**ESF Primary Agency:** A Federal Agency designated as an Emergency Support Function primary agency serves as a Federal executive agency under the Federal Coordinating Officer (FCO) to accomplish the ESF Mission.

**Federal:** Of or pertaining to the Federal Government of the United States of America.

**First Responder:** Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Hazard Mitigation:** Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

**Hazardous Material:** For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

**Incident Command System (ICS):** A standardized on scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Incident Management Team (IMT):** The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

**Incident Mitigation:** Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

**Incident of National Significance:** Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

**Infrastructure:** The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

**Initial Response:** Resources initially committed to an incident.

**In-Kind Donations:** Donations other than cash (usually materials or professional services) for disaster survivors.

**Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

**Major Disaster:** As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Mission Assignment:** The vehicle used by DHS/EPR/FEMA to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

**Mitigation:** Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from

hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

**Mobilization:** The process and procedures used by all organizations—Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

**Move-Up and Cover:** Identifies a relocation of incident resources from their established location to a temporary location to provide protection coverage for an initial attack response area.

**Multijurisdictional Incident:** An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

**Mutual Aid Agreement.** Written agreement between agencies, organizations, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

**National:** Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

**National Incident Management System (NIMS):** A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

**Natural Resources:** Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

**Nongovernmental Organization (NGO):** A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

**Overhead Costs:** Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

**Party:** Entities that are signatory to this Agreement.

**Preparedness:** The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

**Prevention:** Actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

**Private Sector:** Organizations and entities that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

**Protection Area Maps:** Official maps of the annual operating plans.

**Protection Boundaries:** Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the annual operating plans.

**Public Health:** Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

**Recovery:** The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

**Reimbursable (Assistance by Hire):** Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its annual operating plans. Excludes Mutual Aid.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**State:** Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

**Strategic:** Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

**Sub-Object Class Code:** Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

**Telecommunications:** The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic or optical means. Telecommunications includes all aspects of transmitting information.

**Terrorism:** Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

**Threat:** An indication of possible violence, harm, or danger.

**Transportation Management:** Transportation prioritizing, ordering, sourcing, and acquisition; time phasing plans; fleet management; and movement coordination and tracking.

**Tribe:** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Unified Command:** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

**Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a County Commissioner at the local level.

**United States:** The term "United States," when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

**Volunteer:** Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed. (See, for example, 16 U.S.C. § 742f(c) and 29 CFR § 553.101.)

**Weapon of Mass Destruction (WMD):** As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device;

(2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.